

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
TOLEDO DIVISION**

ADIA A. WASHINGTON)	
)	
Plaintiff,)	CASE NO.: 18-cv-02008
)	
v.)	THE HONORABLE
)	JAMES G. CARR
WEINBERG MEDIATION GROUP, LLC)	UNITED STATES DISTRICT JUDGE
JTM CAPITAL MANAGEMENT, LLC)	
)	THE HONORABLE
Defendants.)	JAMES R. KNEPP, II
)	UNITED STATES MAGISTRATE JUDGE

**DEFENDANT JTM CAPITAL MANAGEMENT, LLC’S STATEMENT OF
UNDISPUTED MATERIAL FACTS IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

Defendant JTM Capital Management, LLC (“JTM”) submits the follow undisputed material facts in support of its motion for summary judgment:

1. On August 31, 2018, Plaintiff Adia Washington (“Plaintiff”) filed a Complaint in the United States District Court for the Northern District of Ohio alleging violations of the Fair Debt Collections Practices Act (“FDCPA”), 15 U.S.C. §§ 1692e and 1692g. (Doc. 1, p. 4-6).
2. Plaintiff contends that Defendants violated 15 U.S.C. § 1692e by: (1) implying Defendant Weinberg Mediation Group, LLC (“Weinberg”) was an attorney and/or mediator; (2) implying Plaintiff would be subjected to legal action if she failed to pay her debt; and (3) using the phrase “payment agreement balance” in Weinberg’s written correspondence to Plaintiff. (Doc. 1, p. 4-5).
3. Plaintiff contends that Defendants violated 15 U.S.C. § 1692g because Weinberg failed to send written notice containing the information required by 15 U.S.C. § 1692g within five days of Weinberg’s initial communication with Plaintiff. (Doc. 1, p. 6).

4. Plaintiff does not allege that JTM ever communicated with Plaintiff or sent Plaintiff written correspondence. (Doc. 1).

5. JTM is a passive debt buyer who purchases debt and outsources it to agencies and law firms to collect. Little Dec., Exhibit E, p. 10, lines 17-25, p. 11, lines 1-3.

6. JTM does not ever place calls to debtors and JTM does not ever send collection letters to debtors. Little Dec., Exhibit E, p. 17, lines 23-25, p. 18, line 1.

7. JTM is the owner of the debt owed by Plaintiff. (Doc. 1, ¶ 35); Declaration of Brendan H. Little, Esq. (“Little Dec.”), Exhibit B, p. 3; Little Dec., Exhibit D, at JTM 0046; Little Dec. Exhibit E, p. 17, lines 12-22.

8. JTM acquired the account originated by Mid America Bank and Trust on May 30, 2017, acquiring all rights, title and interest in the subject account. Little Dec., Exhibit B, p. 3; Little Dec., Exhibit D, at JTM 0046.

9. JTM did not communicate with Plaintiff in any manner and took no steps to collect Plaintiff’s debt. Little Dec., Ex. B, p. 2-3; Little Dec., Exhibit E, p. 17, lines 23-25, p. 18, line 1.

10. Instead, after purchasing Plaintiff’s account, JTM placed the account with Weinberg for collection pursuant to a collection services agreement (“Collection Services Agreement”). Little Dec., Ex. B, p. 3; Little Dec., Ex. D, at JTM0001-JTM0040; Little Dec., Exhibit E, p. 23, lines 20-24, p. 30, lines 7-11.

11. Pursuant to the Collection Services Agreement, Weinberg was required to abide by all applicable laws when engaging in collection, including the FDCPA. Little Dec., Exhibit B, at JTM0005.

12. JTM does not have access to Weinberg’s business records or control over Weinberg’s collection methods, does not provide training to any collection agency and does not

provide awards to collection agencies or otherwise incentivize performance under any circumstances. Little Dec., Exhibit E, p. 31, lines 17-25, p. 32, line 1; p. 35, lines 17-19; p. 44, lines 6-9.

13. JTM does not exercise any control over the collection actions of Weinberg. Instead, pursuant to the Collection Services Agreement, JTM confirms only that Weinberg is abiding by the terms of the Collection Services Agreement and complies with any applicable law, including the FDCPA. Little Dec., Exhibit E, p. 41, lines 8-14; p. 42, lines 8-23.

14. Partly as a result of this instant litigation, JTM terminated its collection services agreement with Weinberg. Little Dec., Exhibit E, p. 9-12.

Dated: December 2, 2019

Respectfully submitted,

s/ Michael J. Palumbo

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CERTIFICATE OF SERVICE

The undersigned hereby certifies the following:

1. ***Defendant JTM Capital Management, LLC's Statement of Undisputed Material Facts in Support of Motion for Summary Judgment*** was filed on the date above via the CM/ECF Filing System for the United States District Court for the Northern District of Ohio (Western Division – Toledo).

2. The Parties appearing on the Notice of Electronic Filing, and as noted below, may access the foregoing and aforesaid pleading through the CM/ECF system:

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3. A true and accurate copy of the aforesaid pleading was served on the date above via United States regular mail, postage prepaid, upon the following:

Weinberg Mediation Group, LLC
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s/ Michael J. Palumbo

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